Missouri
Department
of Transportation



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105 West Capitol Avenue

Pete K. Rahn, Director

ADDENDUM 002 Request For Proposal Actuarial & Consulting Services RFP 6-091130

Offerors should acknowledge receipt of Addendum 002 (TWO) by signing and including it with the original proposal. The due date for receipt of proposal has not changed by this Addendum. Accordingly, the following claraifications, questions and answers are believed to be of general interest to all potential Offerors. All other terms and conditions remain unchanged and in full force.

Name and Title of Signer (Print or type)	Name and Title of Department Authority
	Leann Kottwitz
·	Senior General Services Specialist
Contractor/Offeror Signature	Department of Transportation
	Bean Kothuk
(Signature of person authorized to sign)	(Authorizing Signature)
Date Signed:	Date Signed:11/18/09

Please Note: The response to question #13 has changed below to better clarify what is being asked.

Question #13: If the items listed in Section 3: Agreement Requirements are all agreeable, but a vendor would like to add one or two minor additional things, how would that be viewed by MoDOT and how would it be handled? None of those items are deal-breakers but only provide additional clarification for both MoDOT and the vendor.

For instance, the indemnification is somewhat ambiguous so we would prefer to clarify that the indemnity obligation extends only to claims or liability for damage to real or personal property, or injury or death to any person, and would not apply more broadly to ordinary negligence

claims. If applicable to negligence, then we would prefer to clarify that our indemnity obligation is subject to the limitation of liability. How would MoDOT handle this type of issue?

Response: No changes will be made relative to this question.